NOTICE OF CONFIDENTIALITY RIGHTS. IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## AMENDMENT AND RATIFICATION OF OIL, GAS & MINERAL LEASE

STATE OF TEXAS

§

**COUNTY OF TARRANT** 

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REFERENCE is made to the following Memorandum of Oil and Gas Lease and Oil, Gas and Mineral Lease:

Memorandum of Oil and Gas Lease: Oil, Gas and Mineral Lease, dated April 30, 2008, between New StyroChem U. S., Ltd., a Delaware corporation, Lessor, and Burnett Oil Company, Lessee, recorded in Memorandum of Oil and Gas Lease dated April 30, 2008 recorded by Memorandum in Instrument Number D208275183, of the Official Public Records of Tarrant County, Texas, covering 1.2978 acres of land, more or less, out of the Mary Johnson Survey, A-858, Tarrant County, Texas;

Oil, Gas and Mineral Lease: Oil, Gas and Mineral Lease, dated April 30, 2008, between New StyroChem U. S., Ltd., a Delaware corporation, Lessor, and Burnett Oil Company, Lessee, recorded in Document Instrument Number D208275184 of the Official Public Records of Tarrant County, Texas, covering 1.2978 acres of land, more or less, out of the Mary Johnson Survey, A-858, Tarrant County, Texas;

WHEREAS, the New StyroChem U. S., Ltd., a Delaware corporation, have sold the <u>1.2978</u> acres of land, more or less, out of the Mary Johnson Survey, A-858, Tarrant County, Texas, to One Sylvania, LLC, a Texas limited liability company, whose address is P. O. Box 471516, Fort Worth, Texas 76147, in Special Warranty Deed And Assignment of Mineral Leases, dated February 6, 2009, recorded in Instrument Number D209032421 of the Official Public Records of Tarrant County, Texas;

herein together referred to as the "Lease", said land being more fully described in the Lease, reference to said Lease being made for all the terms provisions thereof.

WHEREAS, the Lease, is currently owned by BURNETT OIL COMPANY, ("Lessee"), whose address is 801 Cherry Street, Unit No. 9, Fort Worth, Texas 76102-6881;

WHEREAS, the Lessor(s) and Lessee wish to amend EXHIBIT "B" of the Oil, Gas and Mineral Lease by deleting Paragraph 8., from the EXHIBIT "B" of the lease.

WHEREAS, the Lease, contains the following provision entitled "Paragraph 2.":

"2. This is a paid up Lease and subject to the other provisions herein contained, this Lease shall be for a term of eighteen (18) months from the date first written above (called "primary term") and as long thereafter as oil or gas is produced from the Mineral Leased Land, or lands pooled therewith, with no cessation for more than ninety (90) consecutive days."

WHEREAS, the undersigned Lessor(s) and Lessee wish to amend the Term of Lease provision in the Lease in the manner set below.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

"2. This is a paid up Lease and subject to the other provisions herein contained, this Lease shall be for a term of forty-two (42) months from the date first written above (called "primary term") and as long thereafter as oil or gas is produced from the Mineral Leased Land, or lands pooled therewith, with no cessation for more than ninety (90) consecutive days."

The undersigned Lessor(s) agree that the Lease is now deemed to be paid-up lease with a primary term of forty-two (42) months from the original date and the Lease, as same may have been amended, remain in full force and effect and the undersigned do hereby adopt, ratify and confirm the said Lease and any amendments thereto as to all of the terms and provisions therein, and do hereby lease, grant, demise and let the interest of the Lessor(s) in all of the land covered by the said Lease unto the Lessee, its successors and assigns, in accordance with all of the terms and provisions of the said Lease as amended hereby.

This instrument may be executed in a number of counterparts, each of which shall have the force and effect of an original instrument, and all of which counterparts, when taken together, shall constitute but one instrument. The failure of any one or more of the interest owners to execute this instrument or counterpart hereof shall not in any manner or way affect the validity and binding effect of this instrument or any counterpart hereof as to any party or parties who execute this instrument or a counterpart hereof.

return recorded document to:
Burnett Oil Company – Land Dept.
Burnett Plaza – Suite 1500
801 Cherry St. – Unit #9
Fort Worth TX 76102-6881

This Amendment is hereby ac Official Records in Tarrant Cou		Lessee's duly recording the Amendment in the
EXECUTED this the	27 day of Octo	ber, 2009.
One Sylvania, LLC, a Texas lim	nited liability company	i
By: Steve Patterson, Manager P. O. Box 471516 Fort Worth, Texas 76147		
STATE OF TEXAS	§	
COUNTY OF TARRANT	<u> </u>	
This instrument was acknowledged before me on the $27$ day of $0$ follow, 2009, by Steve Patterson, Manger, on behalf of said company.		
	THE PROPERTY OF THE PROPERTY O	Notary Public, State of Texas
AL AL	LICIA NEWBURN Notary Public	My commission expires:

ALICIA NEWBURN
Notary Public
STATE OF TEXAS

My Comm. Exp. 08/03/2010

## SUZANNE HENDERSON

**COUNTY CLERK** 



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

**BURNETT OIL CO INC** 801 CHERRY ST #1500 **FT WORTH, TX 76102** 

Submitter: BURNETT OIL CO INC

## **DO NOT DESTROY** WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration:

5/17/2010 12:59 PM

Instrument #:

D210115522

OPR

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**PGS** 

\$20.00

Denleum

D210115522

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK